

Cedar Rapids

ATU #638 (Mixed)

7/1/2006 6/30/2007

Agreement
between
City of Cedar Rapids
and
Amalgamated Transit Union
Local No. 638

July 1, 2006 — June 30, 2007

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Agreement

THIS AGREEMENT, made and entered into by and between LOCAL NO. 638 of the AMALGAMATED TRANSIT UNION, hereinafter referred to as "Union" and the City of Cedar Rapids, Iowa, hereinafter referred to as "Employer." It being understood that the term of this Agreement as stated in Article 42 shall be for the period July 1, 2006, through and including June 30, 2007.

Article 1 – Recognition, Management and Employee Cooperation

Section 1. Employer recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the Union as the exclusive bargaining representative of all its employees covered by this Agreement. Jurisdiction of the Union and the appropriate unit for collective bargaining as defined by the Iowa Public Employment Relations Board includes all Motor Coach Operators, Service Employees, and Class "1," "2," "3" Maintenance Employees, Service Employees to include Transit Maintenance workers and Transit Operations Clerks at the Ground Transportation Center and Transit Storekeeper under the Maintenance Division.

Section 2. When the term "employee" is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

Section 3. Employer will continue to exercise the exclusive right to set its policies; to manage its business in the light of experience, good business judgment and changing conditions; to determine the qualifications for and to select its managerial and supervisory forces; to determine the number of employees it will retain in its services at any time, and to make reasonable rules and regulations governing the operation of its business and the conduct of its employees.

The Employer has, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons, to determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify, and administer its budget; to exercise all powers and duties granted to the Employer by law; and to exercise its total rights as an employer, except as expressly limited herein.

Section 4. The employees shall work at all times to the best interest of Employer. They shall perform efficient service in their work; they shall operate and handle Employer's vehicles carefully and with utmost regard to the safety of the passengers, the general public and the equipment, they shall operate and handle Employer's vehicles at all times in full compliance with the rules of Employer, City Ordinances and state laws; and they shall give the riding public courteous and respectful treatment at all times to the end that Employer's service may improve

and grow. No employee shall accept employment with another employer that interferes with his employment with Employer.

Article 2 – Negotiations

Section 1. It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of Employer and the regularly elected officers of the Union or duly accredited committee thereof composed of employees of Employer with or without the assistance of an International representative of the Amalgamated Transit Union.

Section 2. The Union agrees to furnish Employer with an up-to-date list of all its officers and committee members, and to immediately notify Employer of any and all changes thereto.

Article 3 – Deduction of Membership Dues

Section 1. Employer agrees to deduct the regular monthly membership dues of the Union from the pay of the Union members on the second pay period of each month and remit the same to the Financial Secretary of the Union within ten (10) days after the date of their deduction, provided such members individually and voluntarily authorize and request Employer in writing to make such deductions. Such authorization and request shall also authorize Employer to base the deductions on a list to be furnished to it each month by the Financial Secretary of the Union showing the names of the members and the amounts of the regular monthly membership dues to be deducted from the pay of each member. Whenever such list indicates that the amount of the membership dues has been changed, it shall be accompanied by a certificate of the Financial Secretary of the Union that such change in the amount of membership dues has been brought about in accordance with the Constitution and by-laws of the Union.

Section 2. The individual authorizations for the deduction of regular monthly membership dues shall be worded as follows:

Authorization for Deduction of Union Membership Dues

I, _____, the undersigned employee of _____, do hereby individually and voluntarily authorize and request the said Employer to deduct current monthly membership dues of Local Division No. 638 of the AMALGAMATED TRANSIT Union from any wages due to me during the second pay period of each month. I further authorize the said Employer to base its deductions on a list furnished to it each month by the Financial Secretary of said Division No. 638 showing the current monthly membership dues to be deducted from the wages of each of its members. Whenever such dues have been changed, it must be accompanied by a certificate of the Financial Secretary of said Division that such change in the amount of membership dues has been brought about in accordance with the Constitution and by-laws of said Division No. 638. All sums so deducted are to be transmitted by Employer to the Financial Secretary of Local Division No. 638 within ten (10) days after the date of their deduction.

This authorization shall be terminable by me at any time by giving the said Employer thirty (30) days written notice of such termination.

Dated this _____ day of _____, 20__.

Employee _____

Section 3. The Union agrees to indemnify and hold harmless the Employer from any and all liability, actions, claims, and demands of any kind by any member of the Union by reason of any deduction withheld from any employee's pay under the provisions of this Article.

Article 4 – Probationary Period

Section 1. All new employees coming within the scope of this Agreement shall be on probation for a period of ninety (90) calendar days except for Motor Coach Operators who shall be on probation for a period of 120 calendar days from the date they complete their trainee period. Such probationary period shall constitute a trial period during which Employer is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During such probationary period, Employer may discharge the employee at any time and its right to do so shall not be questioned by the Union. The Union shall not assert or present any grievance on behalf of any such new employee because of any matter or occurrence whatsoever falling within such probationary period.

However, when an employee makes a classification change, he/she will be entitled to a thirty-day trial period. If the person is unable to perform the work properly or decides not to retain the job, he/she will return to their former position without losing seniority and/or benefits.

An employee's probationary period, upon mutual agreement of the Union and the Employer, may be extended for an agreed upon period.

Article 5 – Discipline of Employees

Section 1. Any employee who has been suspended or discharged for the violation of any of the rules of Employer or because of other offenses shall have the right to have his case taken up as hereinafter provided by the officers or committee of the Union with the official or officials of Employer designated by Employer. If it is found and mutually agreed to by the Union and Employer that such employee was not guilty of the charge for which he was suspended or discharged, such employee shall be reinstated and paid for all time lost through such suspension or discharge at his regular straight time hourly rate of pay, or paid such other lesser amount as may appear to be just.

Section 2. Any wages or compensation received by such employee, whether from another or from self-employment during the period he is out of service due to his suspension or discharge, shall be deducted from the amount he would have earned had he worked in determining the employee's loss of earnings. No award shall ever exceed the loss in earnings as determined above.

Section 3. A copy of written warnings, suspensions, demotions, or discharges issued to a bargaining unit member will be provided to the union. The disciplined employee will sign the actual discipline form, upon issuance acknowledging receipt thereof. In doing so the employee does not acknowledge any guilt or agreement with the action(s) taken by management.

Article 6 – Delegates and Committees

Section 1. Members of the Union who may be elected or appointed to any office of the Union, Local or International, which requires absence from the service of Employer shall be granted a leave of absence without pay and without loss of seniority to attend to the duties of such office; provided that such leaves of absence shall not be in such numbers as to be a detriment to the service of Employer; and, provided such employee applies for reinstatement during the term of this Agreement, or any renewal, amendment or extension thereof within thirty (30) days from the date of retirement from such office.

Section 2. Employees applying for reinstatement after a leave of absence of more than thirty (30) days must be able to qualify for the job under the then existing employment standard of Employer and their compensation shall be at the then prevailing rate. Employees returning from leave of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions or changes have been made during the period of their absence; in which event such employees shall be allowed to exercise their seniority in displacing a junior employee on such vacancies, new positions or changes.

Section 3. The period of leave of absence shall not be considered as time worked or as service with Employer within the meaning of any of the other provisions of this Agreement.

Section 4. Employees on leave of absence from Employer's service shall be furnished a letter covering such leave of absence. A copy of such letter shall be furnished to the Union.

Section 5. Leaves of absence for purposes other than those herein above set forth may be granted for periods not to exceed thirty (30) days; provided, however, that the granting of such leaves shall be entirely at the option of Employer and such leaves shall be taken subject to the provisions of Sections 2, 3, and 4 of this Article.

Section 6. The Employer shall pay a maximum of three (3) regular Union Contract Committee Members, or their alternates who act in their place, for time spent at not more than six (6) contract negotiation meetings during a contract year when they would otherwise be working.

Article 7 – Strikes and Lock-Outs

Section 1. During the life of this Agreement neither the Union, its members, or the employees covered by this Agreement shall call, sanction, assist, or engage in any strike, slowdown, or stoppage of Employer's work, operation, or service, or in any manner sanction, assist, or engage in any restriction or limitation of the work, operations, or services of Employer.

Section 2. During the term of this Agreement, Employer shall not cause or permit any lock-outs of any of the employees covered by this agreement.

Article 8 – Grievances and Grievance Procedures

Section 1. A grievance is defined to be:

- a. Any controversy between Employer and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth; and,
- b. Any controversy between Employer and the Union as to whether or not any employee suspended or discharged for violation of any rules of Employer is guilty of such violation.

Section 2. In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

First: No grievance shall be entertained or considered unless it is presented in writing:

- a. Within seven (7) calendar days after the act or incident occurred which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth; or,
- b. Within seven (7) calendar days after the suspension or discharge of any employee for violation of a rule of Employer.

Second: Any grievance presented in a due and timely manner as herein above provided shall be taken up by the Union President or Designee and a designated official or designated officials of Employer within not more than seven (7) calendar days after Employer receives such grievance. Within seven (7) calendar days thereafter, the Employer shall answer such grievance. If not so settled, the Union will have thirty-one (31) calendar days to file a request for arbitration with the City and at the same time file for a panel of 5 arbitrators from the F.M.C.S. on the proper F.M.C.S. form with a copy to the Employer. If arbitration shall not have been demanded by either the Employer, or the Union, such grievance shall be forever barred and extinguished.

Third: The rights of individuals set forth in this grievance procedure and under the following article on arbitration procedures are agreed upon in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.

Section 3. Nothing in this Section hereinabove contained shall prevent the proper representatives of either party from discussing any and all matters pertaining to grievances prior to their reduction to written form.

Section 4. A grievance that is not presented and/or responded to in a timely manner as herein provided shall be ruled against the party not meeting the required time limits. The parties may mutually agree to extend the time limits.

Section 5. Time slips must be presented within seven (7) calendar days of the incident. The employer must respond within seven (7) calendar days. If the request is not responded to in a timely fashion, the Union has seven (7) days to file a grievance.

Article 9 – Arbitration and Arbitration Procedures

Section 1. In the event either the Union or Employer shall have demanded that a grievance be submitted to arbitration as herein provided, the following procedure shall be observed:

First: Within five (5) days after one party shall have duly served a demand for arbitration upon the other party, each party shall:

- a. Appoint one (1) person to serve as its member of a Board of Arbitration.
- b. Notify the other party of such appointment, in writing.

Second: The two (2) arbitrators so appointed by the Employer and the Union shall meet and endeavor to settle and determine the dispute created by the grievance in question. If they fail to settle and determine the dispute within five (5) days after a date has been set for a meeting agreeable to the respective arbitrators, the parties shall then proceed to the selection and appointment of a third and impartial arbitrator, who when selected and appointed, shall act as Chairman of the Arbitration Board as so finally constituted. In the event the two (2) arbitrators first selected do not come to an agreement within five (5) days as aforesaid, and fail to agree upon a third and impartial arbitrator within five (5) days after the date of their first meeting, then the parties shall make application to the Federal Mediation and Conciliation Service for a list of five (5) arbitrators from which the parties shall select their third arbitrator. Within ten (10) days after receiving such list, the parties shall each strike two (2) persons from such list in the following manner: The Union shall first strike one (1) name and the Employer shall strike a second. The Union shall then strike a third name and the Employer shall strike a fourth. The Person thereafter remaining on the list shall be the third arbitrator.

Section 2. If one of the arbitrators named by the parties hereto dies, resigns, or for any other reason is unable to act, the party appointing him shall name his successor within five (5) days after such death, resignation or withdrawal. If it shall become necessary to appoint a successor for the third and impartial arbitrator, such successor shall be selected in the same manner as the original third and impartial arbitrator was selected. Any such successor arbitrator shall act with the same power and authority as though originally appointed.

Section 3. The Board of Arbitration shall meet and organize at Cedar Rapids, Iowa, at such time as may be mutually agreed upon between the parties and shall thereafter continue to meet on every day that it is practical for them to meet until all of the evidence and arguments have been received. However, the hearing must be held within 3 months of the date of the demand for arbitration. The Board of Arbitration shall establish its own rules of procedure not inconsistent with the terms of this Agreement or Chapter 20 of the Iowa Code, and all arbitration proceedings hereunder shall be conducted in Cedar Rapids, Iowa.

Section 4. The decision of a majority of the Board of Arbitrators shall become final and binding on the parties to this Agreement when delivered to them in writing within 30 days after receipt of briefs. Any minority member of the Board of Arbitration shall have the right to

indicate his dissent to all or any part of any decision that may be handed down. However, in making monetary awards to employees, the Board of Arbitration shall be governed by the provision of Article 5, Section 2, of this Agreement.

Section 5. The parties hereto shall pay the fees and expenses of the arbitrator of its own selection. The fees and expenses of the third and impartial arbitrator, as well as other joint expenses incidental to the arbitration, shall be borne equally by the parties.

Section 6. The arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any Agreements made supplementary thereto.

Section 7. Sundays and holidays shall be excluded in computing time limits.

Article 10A – General Seniority

Section 1. The seniority and the date of employment of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement.

Section 2. For all purposes relating to seniority, two (2) sections of Employer shall be recognized, namely, the operating section and the maintenance section.

Section 3. Employees may not hold seniority in more than one (1) section of Employer. Only City seniority, as defined in Section 8 below, may be transferred from one Transit Section to another or from the Transit Department to another City department. An employee who transfers to another City department from the Transit Department or transfers between drivers and maintenance shall have the option to return to the Transit Department or to their former position (whichever is applicable) with full rights of seniority, provided that such transfer is completed within 21 calendar days of initial transfer. The effective date of the return within that 21 calendar day period shall be preceded by a three (3) calendar day prior notification in writing by the employee to the Transit Department Head. A bargaining unit employee promoted to a non-bargaining position in the department, demoted through no fault of his own, within ninety (90) days, will be allowed to return to his former position with all seniority and other benefits preserved.

Section 4. Employer agrees to keep posted in an accessible place an up-to-date seniority list showing the name and seniority standing of all its employees.

Section 5. Except as otherwise noted above, any employee covered by this Agreement who is promoted to a position not included within the scope of this Agreement shall not retain and accumulate seniority.

Section 6. (a) The seniority and the date of employment of motor coach operators employed after the effective date of the Agreement shall date from the hour and the day that they first report to an assigned station ready for duty as a motor coach operator. In cases where this section does not settle the question of seniority, Section (b) below will prevail;

(b) Where two (2) or more employees are hired on the same day, conflicts in seniority will be resolved according to the alphabetical sequence of the particular employees' surnames. In the event of identical surnames, the lowest social security number will prevail.

Section 8. Part-time motor coach operators shall have seniority as a part-time operator only and the seniority will not apply if they are hired in a full-time position with the City Bus Department.

Section 9. City seniority means an employee's length of continuous service with the Employer since his last date of hire. This seniority shall be used for determining vacations and longevity.

Article 10B – Reduction in Personnel – Reemployment

Section 1. In the event it becomes necessary to reduce the workforce in the department, employees with the least seniority in the department shall be laid-off first if the remaining employees are qualified to do the work. Part-time drivers will be laid off before full-time drivers.

Section 2. When regular forces of motor coach operators or maintenance men are increased, former employees of Employer who were laid off in accordance with the provisions of this Article shall be offered reemployment in the reverse order in which they were laid off; provided that this Agreement or any renewal, amendment or extension thereof is still in effect and no more than one (1) year shall have elapsed since their layoff.

Section 3. In the reemployment of persons in accordance with the provisions of this article, the following procedure will be followed:

First: Employer will attempt to notify each person to be re-employed to report for work by registered U.S. Mail (*Return Receipt Requested*). Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, Employer shall have discharged its notice obligations under this Article. Employees who were laid off must keep Employer and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and reemployment rights hereunder.

Second: Persons so notified to report for work must report for work within ten (10) calendar days after date of mailing of letter or lose their seniority and reemployment rights as provided for by this agreement. However, this ten (10) calendar day period may be extended under certain conditions if mutually agreeable to both parties to this contract.

Third: No employee shall remain eligible for recall after one year on lay-off status.

Article 11A – Overtime (Motor Coach Operators)

Section 1. Regular motor coach operators shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate of pay for all work they are required to perform in

any one (1) day in excess of their regularly assigned runs, including preparatory time. All paid leave will count as hours worked for the purpose of computing weekly overtime.

Section 2. All full-time motor coach operators who are required by the Employer to work on their regular assigned day off shall be paid for all work performed on that day at one and one-half (1½) times their regular straight time hourly rate of pay, including preparatory time.

Section 3. Any regular motor coach operator who wishes to be called for overtime must indicate their choice during the four regular sign-ups. All full-time extra board operators will automatically be placed on the overtime list. This includes operators that are moved to the full-time extra board between regular sign-ups.

Section 4. No time shall be paid for at a rate greater than one and one-half (1½) times the straight time hourly rate of pay.

Section 5. Nothing in this agreement shall be construed so as to require the Employer to work any employee at a rate of pay in excess of the regular straight time hourly rate of pay.

Section 6. Overtime work assignments will be offered to available operators in the following order: (1) full-time extra board operators on the overtime list and working the board in board order; (2) full-time operators and hold-down operators on the overtime list in seniority order; (3) part-time operators over their maximum hours; (4) full-time operators not on the overtime list in seniority order. If it is necessary to force an operator to work an overtime assignment, the least senior operator available will be forced regardless of whether or not the operator is on the overtime list, on a regular day off or has outside employment.

Article 11B – Overtime (Maintenance Employees)

Section 1. Maintenance employees shall be paid at the rate of time and one-half (1½) for all hours worked in excess of 8 hours 5 days per week.

Section 2. All maintenance employees who are required by Employer to work on their regular assigned day or days off shall be paid for all work performed on that day or those days at one and one-half (1½) times their regular straight time hourly rate of pay.

Section 3. No time shall be paid for at a rate greater than one and one-half (1½) times the straight time hourly rate of pay.

Section 4. Nothing in this agreement shall be construed so as to require the Employer to work any employee at a rate of pay in excess of the regular straight time hourly rate of pay.

Article 12 – Physical Examinations

Section 1. Employer may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

Section 2. The examining physician shall be selected by Employer, and the cost of such examinations shall be paid by Employer. Employees will be in pay status for the time required to complete a hearing and/or vision test at the Health and Safety office.

Section 3. As a condition of continued employment with Employer, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform his duties.

Section 4. Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform his/her duties, he/she may, at his/her option, have a review of his/her case in the following manner:

- a. He/she may employ a licensed physician of his/her own choosing and at his/her own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by Employer. A copy of the findings of the physician chosen by the employee involved shall be furnished to Employer, and in the event that such findings verify the findings of the physician employed by Employer, no further medical review of the case shall be afforded.
- b. In the event that the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by Employer, at the written request of the employee involved, Employer will ask that the two (2) physicians agree upon and appoint a third qualified licensed and disinterested physician for the purpose of making a further physical examination of the employee involved, and the findings of a majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third medical examiner shall be shared equally by the Employer and the Union.

Section 5. Should any physical examination above provided for reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case

- a. The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to his ability safely to do so.
- b. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his physical and mental fitness to perform again the duties for which he was employed; provided, however, such leave of absence shall not extend for a period of more than three (3) consecutive years, and the seniority of the employee involved shall be unaffected thereby. Such a leave of absence shall further be subject to the provisions of the Article relating to Leaves of Absence, and any employee on leave of absence because of physical or mental unfitness to perform his duties may be required to supply Employer with a physician's report covering his condition at least once every thirty (30) days.

Article 13 – Internal Preference for Vacancies

Section 1. When a vacancy exists in any of the classifications, the Employer will attempt to fill such vacancies from the ranks of the ATU bargaining unit employees on the basis of seniority. The Employer will first select from qualified employees with the greatest seniority within either operations or maintenance wherever the vacancy exists. To be entitled to be selected, the employee must have the basic qualifications for the job.

Section 2. Employees promoted under the provisions of this article shall be given a reasonable trial period not to exceed 30 working days within which to qualify. In the event, an employee fails to qualify or decides not to retain the job, he/she shall revert to his/her former classification without loss of seniority. Selection process for promotion from part-time motor coach operator will continue under Article 37.7 of this agreement.

Article 14 – Holidays

Section 1. January 1st (*New Year's Day*), Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th (*Christmas Day*) shall be paid holidays. Holiday hours shall be counted as time worked for all employees. However, part-time employees will receive six (6) hours of pay for January 1st (*New Year's Day*), Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th (*Christmas Day*). An employee on an unpaid leave of absence over thirty (30) days shall forfeit each holiday that occurs after the initial thirty (30) calendar-day leave of absence. Employees covered by this Agreement shall be paid eight (8) hours pay at the basic hourly rate as holiday pay for the foregoing holidays. An employee shall forfeit his right to payment for a holiday if absent from work, unless such absence is authorized, on the scheduled day preceding such holiday or on the next scheduled working day following such holiday. If an employee's regularly scheduled day off falls on a holiday, the employee may select either pay or another day off within the pay period. If the employee elects to take a day off, their choices will be subject to notice and entering into the personal daybook.

All motor coach operators required to work on Sunday shall be paid time and one-half (1½) for all hours worked. All motor coach operators required to work on any of the six (6) named legal holidays shall be paid holiday plus time and one-half (1½) for all hours worked, including preparatory time.

Section 2. An employee not available for work because of suspension shall not be eligible to receive holiday pay.

Article 15 – Flex-Leave

Section 1. Flex-Leave is a combination of vacation leave, personal days, sick leave and funeral leave. See Appendix A for details.

Misuse of Flex-Leave or misrepresentation in connection therewith shall constitute proper cause for discipline.

Flex-Leave benefits and regular pay will not be paid for the same hours.

A schedule for block Flex-Leave selection will be posted between January 2nd and March 1st of each year together with a seniority list. The Employer shall determine the number of employees who can be off at any one time. Each employee shall bid block Flex-Leave in accordance with their date of employment seniority. Flex-Leave will be scheduled by the employee according to the department's operational requirements and the written preferences and seniority of the employees.

Should the Iowa Public Employment Relations Board or the courts of Iowa rule that this Flex-Leave policy is a permissive subject of bargaining under Chapter 20 Code of Iowa, the unit will return to the current practice for vacation, personal days, sick leave and funeral leave.

Article 16 – Health and Welfare

The Employer shall continue in effect the present insurance programs most recently negotiated for employees; however, this statement nor any other contract language is not to be construed as limiting the Employer's authority to change insurance carriers.

Section 1. These programs and the contributions by the Employer for each employee covered under the master policy are:

- a. Group Hospitalization and Diagnostic, x-ray, Laboratory and Major Medical; Single Dental to be paid by the Employer, except that the employee will pay the following health care contributions:

Group Hospitalization

The Employee will contribute	\$20.00 per month for single coverage-
	\$40.00 per month for family coverage

Effective 01-01-07

The member deductible for single plan coverage is one hundred fifty dollars (\$150) and the maximum out-of-pocket expenses are five hundred dollars (\$500). The member deductible for family plan coverage is three hundred dollars (\$300) and the maximum out-of-pocket expense is one thousand dollars (\$1,000). Prescription drugs have a separate deductible and maximum out-of-pocket, and are not included above.

Effective 01-01-07

The City will furnish to all members a three (3) tiers prescription drug card with one-hundred dollars (\$100.00) single deductible, three-hundred dollars (\$300) family deductible, and five hundred dollars (\$500) out-of-pocket maximum, separate from other medical expenses. The City shall pay the higher co-insurance percentage and the member shall pay the lower co-insurance percentage. Tier 1 (Generic) with 90/10% Co-insurance, Tier 2 (Formulary Brand) with 75/25% Co-insurance, or Tier 3 (Non-formulary Brand) with 60/40% Co-insurance. Lifestyle specialty drugs will not be covered.

Effective 01-01-07

The City will offer a Health Risk Assessment process. This is a voluntary program and no employee records from this assessment shall be available to the Employer other than that the employee completed the assessment. Any employee who completes a Health Risk Assessment

will receive one month of health insurance coverage at no premium cost.

Dental, Single – Employer pays 100%

Part-time Employees – Part-time employees will receive family health insurance and single dental on a pro-rata basis

- b. The Employer shall provide for all employees Group Life Insurance with Accidental Death and Dismemberment in the amount of \$10,000 on each eligible employee until the employee reaches age 65 at which time the face value of the insurance reduces to \$6,500. At age 70, the face value of the insurance reduces to \$5,000 and the Accidental Death and Dismemberment portion is dropped.

Employees will be offered the opportunity to purchase up to twice their annual salary (with a limit of \$100,000) in additional insurance subject to availability and certain limitations.

- c. The above amounts paid for by the City reflect the entire amount for the current contract year.
- d. The employee may elect to carry dependent dental coverage at his or her own expense.

Section 2. During a layoff or an unpaid leave of absence for any reason as shown under Article 20 herein, the employee may continue his health insurance and life insurance in accordance with the master contract of the insurance company by making arrangements with the City Auditor's office to pay the entire cost of monthly premiums for each month. Failure to make such payment will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.

Section 3. Employer agrees to pay 100% of felonious assault insurance.

Article 17 – Free Transportation

Section 1. All employees of Employer covered by this Agreement shall be entitled to free transportation over all lines owned and operated by it. Employees with more than ninety (90) days of service with Employer shall upon request be granted free transportation for their spouse or child. All employees and their spouse/child using the facilities of Employer shall abide by the rules and regulations of Employer.

Section 2. All passes or tickets used under the provisions of this Article shall be non-transferable. No employee or spouse or child shall be entitled free transportation herein provided while such employee is on leave of absence in excess of thirty (30) days, except by mutual consent of the parties hereto. Individual pass privileges mentioned herein may be revoked if abused.

Article 18 – Payday

Payday shall be bi-weekly and shall be on Friday. Not over two (2) weeks pay shall be held back. In the event this day is a holiday, the preceding day shall be the payday.

For pay purposes, the workweek of the Employer runs from 12:00 a.m. Sunday of one week through 11:59 p.m. Saturday of the following week. Also for pay purposes, holidays begin at 12:00 midnight and end twenty-four (24) hours later.

Article 19 – Jury Duty Pay

Section 1. The employee shall assign to the Employer all jury pay except for mileage and other expenses. In return the employer will pay the regular wages.

Article 20 – Leave of Absence

Section 1. (Reserved)

Section 2. (Reserved)

Section 3. (Reserved)

Section 4. *Job Injury Sick Leave:* All accidents should be reported to the Employer within forty-eight (48) hours after the accident to insure proper coverage under Worker's Compensation Law. Upon the employee so reporting, the employee will be paid for the balance of the shift on the date the injury occurred providing the injury incapacitates him from doing his regular work.

The first three (3) consecutive calendar days that an employee injured on the job in the employment of the Employer is off work shall be on the basis of such Flex-Leave to which he is entitled under the pay plan of the Employer.

After said three (3) day period, the employee shall be entitled to thirty (30) further days of medical leave without the same being deducted from his Flex-Leave/LTII leave if recommended by the City physician and approved by the City Council.

After the expiration of said additional thirty (30) day period, the employee shall be examined by the City physician and the City physician shall make his report to the City Council or its authorized representative; that the Council or its representative shall then confer with the employee and such other persons as may have a material relationship to the matter, and the Council shall then determine and prescribe whether the employee may be entitled to any further leave without the same being deducted from the Flex-Leave/LTII leave provided by the pay plan.

Section 5. *Maternity Leave:* The Employer and the Union intend to comply with all provisions under EEOC Guidelines regarding pregnancy and maternity leave. The following is the policy that is now followed:

- a. Pregnancy and related medical conditions are considered temporary physical disabilities and Flex-Leave/LTII may be used for absences due to these causes on the same basis as any other temporary physical disability. A doctor's certificate indicating the anticipated dates of physical disability will be required as soon as the employee has knowledge thereof, in addition to doctor's certificates which indicate the actual dates of disability.
- b. The employee may use accrued Flex-Leave/LTII following the expiration of her accrued Flex-Leave/LTII, the employee may request leave without pay in accordance with the other leave provisions of Article 20.
- c. The employee is expected to return to work as soon as she is physically able to resume job duties. Upon returning to work she must present a doctor's certificate indicating that she is physically able to return to work.
- d. The employee must be a permanent or permanent part-time employee. Employees in a temporary or seasonal status will not be granted leave under this article.
- e. If the employee has not contacted her department head to arrange a date to return to work by the end of the eighth (8th) week following delivery, the Employer will assume she has abandoned her position and she will be terminated.
- f. During periods of maternity leave without pay, the employee may continue her health insurance and life insurance by making arrangements with the City Auditor's Office to pay the entire cost of the monthly premiums each month.
- g. During leave without pay, the employee will not accrue Flex-Leave/LTII credits, but will maintain her seniority.

Section 6. (Reserved)

Article 21A – Runs, Workday & Days Off (Applicable to Motor Coach Operators)

Section 1. A regularly assigned run is a day's work selected by a motor coach operator in accordance with his seniority and assigned to him for an extended period whenever there is a selection and assignment of regularly scheduled runs. Regularly assigned runs shall be classed as extra work when temporarily manned by motor coach operators other than those to whom they were regularly assigned. Programs established for training and educational purposes shall not be considered work as defined in this Section and shall be assigned by management.

Section 2. Motor coach operators who have sufficient seniority to select and who are assigned to regularly scheduled runs during an assignment or "pick" of runs are defined as regular motor coach operators. All other full-time motor coach operators are defined as extra motor coach operators.

Section 3. All regular assigned runs shall be so constructed as to contain a minimum of eight (8) hours pay time.

Section 4. All regular motor coach operators shall be entitled to two days off each week, one day being Sunday. All extra motor coach operators shall be entitled to one day off each week, the one day being Sunday. The Employer will attempt to use part-time drivers to create more Extra Board positions that have two days off each week. The Employer shall determine the number of motor coach operators that can be off on any day.

Section 5. Regular runs as herein defined may be so constructed as to contain a spread of hours in excess of 12 and one-half hours (12½) calculated from scheduled punch in to actual punch out time. However, that time in excess of the spread set forth above shall be paid for at one-half (½) of the straight time hourly rate of pay. The one-half (½) time as provided in this Section shall not be used in the computation of overtime and shall never be paid at the overtime rate of pay.

Article 21B – Runs, Workday & Days Off (Applicable to Maintenance Employees)

Section 1. Eight (8) hours of work shall constitute a day's work in the Maintenance Department.

Section 2. Employer shall determine the number of maintenance employees needed on each shift in each classification. The garage work schedule with designated days off will be signed in accordance with classification seniority.

Section 3. All maintenance employees shall be entitled to two (2) days off each week.

The provisions of A and B of this Article are intended to provide a basis for establishing normal work schedules and to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

Article 22 – Selection and Assignment of Runs

Section 1. Regular run assignments and days off shall be picked according to seniority. Regular run assignments shall be posted twenty-eight (28) calendar days before the effective date and run selections must be completed two (2) calendar days before going into effect. Any motor coach operator who delays twenty-four (24) hours after the driver is notified, in choosing a regular run shall have a regular run assigned to him/her by the Transit Director or his/her designee.

Assignment dates will be the first Sunday in March, the first Sunday after school is out for the summer, the first Sunday before school starts in the fall, and the first Sunday in December or more often if deemed necessary. In the event of a major routing change of more than thirty (30) calendar days duration by Employer, a general run assignment will be posted for bidding as provided herein if requested by the Union provided, however, that such general assignment will not take place less than thirty (30) calendar days prior to the compulsory assignment dates.

Section 2. All new regular runs to be assigned shall be submitted to the Executive Committee of the Union at least forty-eight (48) hours prior to posting, so that subject committee

may check their conformity with the provisions of this Agreement.

Section 3. When regularly scheduled work or service is reduced or cancelled, the employer whenever possible will provide at least thirty (30) calendar days notice. Regular operators so affected by the reduction or cancellation may at his/her option exercise one of the following choices in order to make themselves whole for the lost time. (1) Use Flex-Leave; (2) Be allowed to work the extra board.

Additionally, an operator may elect and allowed to be off work on unpaid leave with out the loss of benefits or seniority provided that his/her absence would not be detrimental to the employer's operational needs.

Section 4. Any desired changes in the Standard Operating Procedure (SOP) will be discussed by the employer and the executive board of the union. No changes will be made unless both parties agree to the change.

Article 23 – Vacancies

Section 1. In the event a permanent vacancy occurs which the Employer deems necessary to fill in any run assignment 30 or more calendar days prior to the next general assignment date, all motor coach operators of less seniority than the motor coach operator creating the vacancy may exercise their seniority and displace any junior motor coach operator.

Section 2. When a temporary vacancy occurs due to illness or leave of absences, the most senior person on the extra board will be offered the opportunity to temporarily fill the run until the regular operator returns. Should the most senior decline the opportunity, the offer will move down the full time extra board seniority list with the least senior full time extra board driver required to fill the vacancy.

Section 3. All hold-downs will be re-offered to the full-time extra board in seniority order whenever one of the four regularly scheduled run assignments goes into effect. In the event of a partial sign-up, an operator will remain on a hold-down selected for the duration if the regular operator selects a regular run and the hold-down operator remains on the extra board.

Section 4. A position vacant for one year shall be bid according to Section 1. Should the employee subsequently return to work, he will be placed on the extra board until the next general assignment bid.

Article 24 – Drug and Alcohol Testing

Section 1. The City and the Union agree to adhere to the Federal Regulations for Drug and Alcohol testing. Employees will be given one opportunity for rehabilitation and are eligible to access the EAP.

Article 25 – Accident Prevention

Section 1. The Union recognizes that accident prevention work is necessarily incident to Employer's operations and that safety programs, safety meeting and general accident prevention work is mutually beneficial both to Employer and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with Employer in such safety work, and will urge them to attend all safety meetings held and conducted by or for the Employer and to take an active part and interest in accident prevention work.

Article 26 – Accident and Incident Reports

Section 1. Any accident involving Employer or its property, including personal injury accidents, in any manner shall be fully, properly and completely reported by employees involved in the method prescribed by Employer. Such reports shall be made and delivered to the Employer as quickly as possible, but in no event shall reports be delayed in excess of twenty-four (24) hours from the time of happening.

Section 2. Any incident, however apparently insignificant, such as disturbances, ejectments, observations of accidents, etc., shall be reported fully, properly and completely by the employee concerned in the method prescribed by Employer. Such reports shall be made within twenty-four (24) hours from time of occurrence.

Section 3. The Employer will complete the state accident report forms and other accident report forms that the operator is required by law to make out concerning any accident involving the Employer and the motor coach operator, unless such procedure is prohibited by law.

Section 4. All accidents must be reported to the employee's supervisor or the City's Industrial Health Nurse as required by the Employee's Handbook of Occupational Safety and Health Regulations. Upon the employee so reporting, the employee will be paid for the balance of shift on the date the injury occurred providing the injury incapacitates the employee from doing the regular work.

Section 5. Employees will be given written results of any accident that requires court action.

Article 27 – Time Allowances

Section 1. All motor coach operators shall be paid ten (10) minutes preparatory time, at their regular straight time hourly rate of pay, on all work assignments leaving the garage and five (5) minutes on all relief assignments at the GTC. Preparatory time as above provided for, or any part thereof, may be included within, and made a part of, any minimum pay time guarantees or minimum pay time provided for in this Agreement.

Section 2. All regular motor coach operators shall receive fifty cents (\$0.50) per hour additional for breaking-in students.

Section 3. Except when accident reports may be made out during time already paid by Employer, employees will be paid for thirty (30) minutes of time at their regular straight time

hourly rate of pay for fully, properly and correctly preparing each report required by this Article, except those reporting personal injuries sustained by themselves.

Section 4. Time allowances provided in Sections 2 and 3 of this Article shall not be used in computing overtime and at no time and under no circumstances shall be paid for at the overtime rate.

Article 28 – Definitions (Maintenance Division)

Section 1. Class "1" Maintenance Men shall be maintenance employees capable of satisfactorily performing any repairs, major or minor, on the vehicles and all of their units that shall be assigned for repair or service by Employer.

Section 2. Class "2" Maintenance Men shall be maintenance employees capable, with a nominal amount of supervision when required, of satisfactorily performing any repairs, major or minor, on the vehicles and all of their units that shall be assigned for repair or service by Employer.

Section 3. Class "3" Maintenance Men shall be maintenance employees capable as trainees for higher classifications to assist with any type of repairs and servicing of vehicles, and all of their units as shall be assigned by Employer.

Section 4. Servicemen shall be maintenance employees capable of, and, as such, shall gas, oil, move, clean and wash vehicles or parts as shall be assigned by Employer, and, who may also be used in cleaning and maintenance of buildings and grounds, and perform any other type of service labor.

Article 29 – Assignment of Work (Maintenance Division)

Section 1. Seniority and qualifications shall regulate the assignment of work in the Maintenance Department as hereinafter provided.

- a. Overtime shall be given to senior qualified employee. Holdover overtime can be used when an employee is needed for a period not to exceed 2 hours to complete a specific job.

Section 2. Beginning or nearing the first of each calendar quarter, the Employer will determine how many of its maintenance employees are needed in each classification on each of its work shifts, including the days off of each of its work shifts, after which the maintenance employees will be permitted to choose their work shift in accordance with their classification seniority. A regular choose-up shall be posted in an appropriate place for five (5) days in advance of its effective date.

Section 3. It is the general policy of Employer in accordance with its maintenance needs to use its maintenance employees on work for which they are best qualified, reserving to Employer the right to judge qualifications and to assign its maintenance employees to such work as it may deem necessary. The maintenance employees will perform all work assignments to the best of

their ability and endeavor to acquire all knowledge possible to better enable them to perform their assignment well and efficiently.

Article 30 – Promotions (Maintenance Division)

Section 1. When Employer shall determine that a vacancy exists in any of the higher classifications, it will be the policy of Employer to fill such vacancies from the ranks of its maintenance employees in a lower classification on the basis of seniority, provided men of sufficient ability and qualifications are available for that purpose.

Section 2. Maintenance employees promoted under the provisions of this Article shall be given a reasonable trial period not to exceed thirty (30) days within which to qualify. In the event any maintenance employee fails to qualify within such trial period, he shall revert back to his former classification without loss of seniority.

Article 31 – Temporary Transfers

Section 1. When a maintenance employee is temporarily transferred from one classification to another classification affording a higher rate of pay, the employee so transferred shall receive the rate of pay attached to such classification during the period of such transfer.

Article 32 – Tool and Clothing Allowances

The following tool and clothing allowances are agreed to by the parties:

1. An amount not to exceed reimbursement of \$130.00 for safety shoes per shop employee per year. The employee must provide a receipt to receive the reimbursement payment.
2. The City will provide reimbursement up to \$350.00 each contract year for tools per mechanic who has at least one year of experience in his present classification. The reimbursement payment will be made on an existing payroll check after the employee has provided receipts for the purchase of tools.
3. The employer will purchase the uniform items including shoes under a Quartermaster system for all Operators.
4. An amount to equal 100% of the cost of uniform rental for maintenance personnel.
5. The City will continue to provide a \$1500 all risk tool insurance policy with a \$50.00 deductible amount for the same mechanics as present. Should a claim be made under the policy, the City will pay the employee concerned \$25.00 of said deductible amount.
6. The City will provide one (1) article of clothing each fiscal year from the following list: Heavy jacket, light jacket or insulated coveralls for maintenance employees and service workers.

Article 33 – Turndowns, Call-offs, Miss-outs, Failures-to-Show

Upon mutual agreement the parties may implement changes to this Article provided that any proposed changes have been ratified by a vote of the membership of Local #638.

Section 1. *Turn-downs*: When extra motor coach operators are available, motor coach operators requesting to turn-down a work assignment, must notify the Employer of such a request at least one hour before the work assignment is scheduled to start. This request must be made by the motor coach operator desiring the time off. Approval of the request will be made on a case-by-case basis and subject to adequate notification of an available driver.

Section 2. *Call-offs*: All operators requesting to call-off due to personal illness are required to call in at least one hour prior to their scheduled work assignment or they will be charged with a "miss-out". This request must be made by the motor coach operator desiring the time off.

Section 3. Miss-outs:

In addition to the miss-out defined in Article 33 Section 2, miss-outs will also occur under the following conditions:

If a driver reports after prep-time begins, but before the work assignment is scheduled to leave, the driver will be charged with a miss-out, lose preparatory pay, but will still perform the work assignment.

Any operator working the board is required to be available between 5:00 a.m. and 11:00 a.m. except the assigned report drivers and the next person in line that's entitled to work who must be available at 4:00 a.m. Failure to be available will result in a miss-out.

Any operator working the board is required to check the board for work assignments as outlined in the current SOP. Failure to do so will result in a miss-out.

All motor coach operators shall receive the same penalty for miss-outs.

Two miss-outs in any 45-calendar day period will result in a written warning.

Three miss-outs in any 45-calendar day period will result in a one-day suspension.

A history of miss-outs may result in extended suspension or termination.

Section 4. Failures-to-Show:

A failure-to-show occurs when a motor coach operator fails to report for duty at the proper time and place from which the work assignment is scheduled to leave. Upon reporting to work, the driver will re-assume their work assignment at the beginning of the next available trip. The missed trips will be deducted from pay and will break the workweek guarantee as well as the minimum pay guarantee.

Failure to contact a Department Supervisor within three hours of the scheduled start of the work assignment will result in a second failure-to-show.

Failure to contact a Department Supervisor by 8:00 a.m. the following work day will result in a third failure-to-show.

All motor coach operators will receive the same penalty for "failures-to-show".

One failure-to-show will result in a written warning.

A second failure-to-show in a 60-calendar day period from the first failure-to-show will result in a one-day suspension.

A third failure-to-show in a 90-calendar day period from the first failure-to-show will result in a two-day suspension.

A history of failures-to-show may result in additional discipline of an extended suspension or termination.

Section 5. *Exceptions:* Penalties and suspensions incurred because of "miss-outs" and "failures-to-show" shall not be served on Saturdays. However, suspensions shall commence as soon as possible, normally within seven days unless this would create a hardship on the Employer or other employees.

The Employer reserves the right to excuse miss-outs or failures-to-show that resulted from extremely unusual and/or unforeseen circumstances that can be verified by the Employer.

Article 34A – Minimum Pay Provisions (Motor Coach Operators)

Section 1. All full-time and part-time motor coach operators who are assigned or called for extra work or to report for extra work shall receive a minimum of two (2) hours of pay time at the regular straight time hourly rate of pay; provided, however, such extra work does not immediately precede or succeed a run or extra work which the motor coach operator is about to work or is already working, the combination of which contains two (2) hours of pay time.

Section 2. All regular operators on the Extra board shall be guaranteed 40 hours pay. When an extra board employee calls in sick, his guarantee will be reduced by 8 hours for each workday he is unavailable for work.

Section 3. To be eligible for forty (40) hour guarantee workweek all extra motor coach operators will be available for call between the hours of 5:00 a.m. and 11:00 a.m. every workday.

Section 4. An extra motor coach operator working a regular run shall receive the same pay time, including overtime of such run, that the regular assigned operator receive for such run.

Section 5. When the minimum guarantee is applied, it shall be paid at the straight time hourly rate of pay and shall not be used in the computation of overtime and shall never be paid at the overtime rate of pay.

Section 6. Extra board operator working a hold down will receive the same day off as the regular operator and receive overtime rate if called to work on that day.

Section 7. Extra board operators requesting a hold-down must be available for the entire workweek the hold down runs and the hold down pay time must include a minimum of 40 hours pay time. Operators on a week-by-week hold-down can use no more than 20 hours of scheduled leave within a week.

Section 8. Any break of less than 60 minutes between work assignments will be a paid break except for meal breaks of 30 to 59 minutes that may occur on either side of 2 hours of work.

Any break of 60 minutes or over between work assignments will be an unpaid break. Paid breaks will be paid at a straight time rate of pay.

Article 34B – Minimum Pay Provisions (Maintenance Employees)

Section 1. Any maintenance employee called to work outside of his scheduled shift shall receive a minimum of two (2) hours pay at the rate of one and one-half times his regular hourly rate provided such extra work doesn't immediately precede a shift the employee is about to work. Such time will then be paid under Article 11B Section 2.

Article 35 – Equipment

Section 1. Any equipment belonging to Employer that is furnished to employees shall be returned to Employer in good condition, normal depreciation excepted.

Article 36 – Passenger Complaints

Section 1. Complaints by the public concerning operators should have a name and phone number or address to be considered for disciplinary action.

Section 2. The Employer agrees that records of passenger complaints against a driver shall be annually separated in the employee's file.

Article 37 – Part-time Motor Coach Operators

Section 1. The City Bus Department will not discharge or layoff any full-time operators employed at the time this agreement goes into effect in order to create work for part-time operators.

Section 2. The City Bus Department will use part-time operators as necessary to perform the work of the department.

Section 3. The Employer will work part-time operators no more than 32 hours per week. Holiday hours and prep-time shall count toward this limit.

Section 4. The City Bus Department will not reduce full-time operators to the status of part-time operators, though this agreement shall not preclude a full-time operator requesting part-time status. *(For example, if a full-time operator wished to return to school or reduce his workload for similar reason, he could request a part-time job if one was available.)*

Section 5. If Extra board and regular employees request to turn down unassigned work, part-time employees may be assigned.

Section 6. Part-time operators will be subject to the sections of the agreement between the City Bus Department and Local 638 of the Amalgamated Transit Union dealing with union membership, union representation, grievance procedures, and arbitration procedures.

Section 7. The selection process for promotion from part-time to full-time will be based solely on merit, at the discretion of the Employer.

Section 8. Part-time operators shall be provided felonious assault insurance as described in Section 3, Article 16, of this agreement.

Section 9. The Employer will endeavor to employ part-time motor coach operators in sufficient numbers necessary to maintain the efficiency of governmental operations.

Section 10. A part-time motor coach operator's benefit package will include the following: (a) 30 hours per week pay guarantee; (b) holidays - 6 hours per paid holiday (c) jury and military leave the same as full-time but at 6 hours per day (f) health insurance pro-rated to 100% employer paid single and 75% employer paid for family.

Article 38 – Wages

Section 1. Wages

Effective first payday in July 2006

Wage Increase = 3.25 % (Motor Coach Operators will receive an additional \$0.06 cents to base hourly rate for FY07 contract only, in lieu of cleaning allowance, prior to ATB increase)

Motor Coach Operators/Transit Operations Clerks

Step 1 – 0 - 4 months	\$12.92
Step 2 – 5 - 12 months	\$15.22
Step 3 – 13 - 24 months	\$16.40
Step 4 – 25 months or more	\$17.92

GTC Building Maintenance Worker/Transit Storekeeper

1 - 6 months	\$15.32
6 - 12 months	\$16.50
1 year or more	\$17.88

Service Employees

1 - 6 months	\$15.40
6 - 12 months	\$16.60
1 year or more	\$17.98

Maintenance Employees

Class "3"	\$19.79
Class "2"	\$20.39
Class "1"	\$20.98

Should any employee covered by this agreement be appointed by the Employer as a lead worker, he shall be paid fifty cents (\$0.50) per hour over and above the rate allowed to his classification while he is working in that capacity.

Section 2. Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and where there is not provision for further advancement within the base pay range. Longevity rate schedules which relate to the level, nature, and difficulty of work of positions and not to the service circumstances of employees.

Section 3. Longevity rates shall be applied as follows:

After 5 years of service	\$ 20 per month
After 10 years of service	\$ 40 per month
After 15 years of service	\$ 60 per month
After 20 years of service	\$ 80 per month
After 25 years of service	\$100 per month

Section 4. Payment of longevity shall be made twice yearly, one-half with the second pay period in June and one-half with the second pay period in December.

Article 39 – Separability

Section 1. This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances, and regulations of the United States of American, the State of Iowa, and of the municipalities in or through which Employer operates. In the event any part or provision becomes null and void remaining portion shall remain in full force and effect.

Section 2. (From the *Code of Iowa*) "601A.14 Promotion or transfer. After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this

section as part of such agreement."

Article 40 – Waivers

Section 1. The waiver of any breach or condition of this Agreement by any party shall not constitute a precedent for any subsequent waiver of any breach or condition.

Article 41 – Prior Agreements

Section 1. This Agreement terminates and renders inoperative all verbal and written agreements between the parties existing or made prior to the effective date of this agreement.

Article 42 – Duration of Agreement

Section 1. This Agreement shall be in effect for the term beginning July 1, 2006, to and including June 30, 2007, and from year to year thereafter, except that at the expiration of the said Term or of any renewal thereof any party may terminate the Agreement by giving notice to the other parties of its intention to terminate the Agreement or to negotiate changes in its provisions. Notice of the intention of any party to terminate the Agreement or to negotiate changes in its provisions shall be in writing and delivered to the other parties before October 1 the year prior to the expiration of the said Term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other parties for the purpose of negotiating a new Agreement.

Section 2. If no Agreement shall have been reached by the parties within ninety (90) days after such notice, the Federal Mediation and Conciliation Service, and any state agency established to mediate and conciliate disputes within the state shall be notified of the existence of a dispute, all as provided in subsection (d) of Section 8 of Labor-Management Relations Act, 1947.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives

DIVISION NO. 683

AMALGAMATED TRANSIT UNION

CITY OF CEDAR RAPIDS

By: Brian L. Grogan

Mayor: Kay Hecoran

By: John R. Hess

Date: 15 June 2006

By: G. Ray Hye

Attest: Ann Ollinger

Date: 6-12-06

Date: 6-16-06

Appendix A – Flex-Leave Policy
Cedar Rapids ATU #638 Bargaining Unit
Effective April 1, 2001

BACKGROUND

All paid leave will be included in one program that will allow greater flexibility for employees and easier administration for the management staff. With a few exceptions, employees will manage their own paid leave. The program will include two (2) leave accounts: 1) Flex-Leave Account; and, 2) Long-term Illness/Injury Account. The Long-term Illness/Injury account is a correlation to the Long-term Disability Insurance waiting period of ninety (90) calendar days, or five hundred and twenty (520) regular scheduled work hours.

EXCEPTIONS

The Flex-Leave program does not include regularly scheduled holidays.

FLEX-LEAVE

A program that all ATU Bargaining Unit employees are covered by that includes all paid leave, except as listed below"

EXCLUSIONS

This program does not include nor does it apply to: 1) pay for work performed on a holiday, 2) regularly scheduled holiday, (i.e.: *Christmas, New Year's Day, Thanksgiving, etc.*); 3) worker's comp, 4) jury duty, or, 6) military leave.

SCOPE

This applies to all full-time and part time members of the ATU bargaining unit.

EXCEPTIONS

Any employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex-Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

DEFINITIONS

1. ANNIVERSARY DATE: employee's last date of hire as a regular employee with the City.
2. FLEX-LEAVE ACCOUNT: current accumulations of paid leave.
3. LONG TERM ILLNESS/INJURY ACCOUNT: Accumulated paid leave ACCESSED ONLY as a result of illness/injury after forty (40) consecutive hours (pro-rated for part-time employees) of Flex-Leave for medical purposes. Employees on a concentrated medical treatment program (i.e.: chemotherapy regimen, etc) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.
4. SCHEDULED LEAVE: This paid leave requires notification by the employee and approval received from the Department head or designee no later than the end of the employee's previous work day or what would have been the end of the previous work day had the employee been scheduled to work. Approval of scheduled leave by the department head or designee is subject to the operational needs of the department. A waiver of such notification includes if an employee must leave work due to illness or other emergency situation. Employees with a diagnosed, chronic illness that is certified by the attending physician in advance, may be granted, at the discretion of the department head, additional scheduled leave. Such employee will be required to co-operate fully in order to qualify. An employee is not required to use Flex Leave for the day of the funeral of a spouse, parent, child, sibling, grandparent, grandchild or domestic partner if the funeral is on a day an employee is normally scheduled to work.
5. UNSCHEDULED LEAVE: This paid/unpaid leave requires that notification must be provided to the Department head or designee prior to the employee's workday. Approval of unscheduled leave is

subject to operational requirements of the department. However, employees who are off for one (1) day sick, then call in well but are still sick the following day will have the second and any consecutive day (s) counted as scheduled leave and not unscheduled leave.

6. The employer will provide each employee with a Long Term Disability Insurance Plan beginning April 1, 2001 which pays 66-2/3% of the employee's wages after a 90 calendar day waiting period.

SPECIFIC PROVISIONS

1. Employees will have two (2) paid leave accounts:

- a) Flex-Leave Account
- b) Long-term Illness/Injury Account

2. Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first payday of the month according to the following schedule (part-time accrue on a pro-rata basis):

Completion of 1 month through 12 months of service	12.7 hours monthly
Completion of 13 months through 60 months of service	16.0 hours monthly
Completion of 61 months through 144 months of service	19.4 hours monthly
Completion of 145 months through 216 months of service	22.7 hours monthly
Completion of 217 months of service	26.0 hours monthly

Sick leave account balances on April 1, 2001 will be deposited in the employee's Long Term Illness/Injury Account. Employees will accrue six (6) days annually into the Long-term Illness/Injury Account as spelled out below:

- a) Employees who have more than five hundred and twenty (520) hours on April 1, 2001 will continue to accrue the additional six (6) days indefinitely.
 - b) Employees who have less than five hundred and twenty (520) hours on April 1, 2001 will continue to accrue the six (6) additional days only until the Illness/ Injury Account reaches five hundred and twenty (520) hours if the LTII account drops to five hundred (500) hours, the employee will begin accruing four (4) hours per month until the account is again at five hundred and twenty (520) hours.
 - c) New hires will accrue six (6) days annually in the Illness/Injury Account until they reach five hundred and twenty (520) hours.
3. Employees may utilize the Flex-Leave Account either as scheduled or unscheduled leave.
 - a) Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
 - b) Unscheduled leave will be deducted from the Flex-Leave Account only. Employees who have used unscheduled leave five (5) times up to forty (40) hours in a calendar year (*pro-rated for part-time employees*) will be required to take additional Unscheduled Leave during the calendar year without pay except for those situations spelled out under the DEFINITIONS section of this policy.
 4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (pro-rated for part-time employees) may use any accumulated paid leave from the Long-term Illness/ Injury Account for any additional consecutive hours of leave for medical reasons. The employee must provide the employer with a statement from her/his attending physician certifying the employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
 5. Employees with an unused accumulated balance in the Flex-Leave Account on the employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in paragraph six (6). Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the employee's anniversary date in the Flex-Leave Account. Employees who terminate employment with the City will receive payment for the balance in the Flex-

Leave Account accrued through the employee's last day of employment. Long-term Illness/Injury account hours are not eligible for payment. An exception to this applies to employees who have a "frozen" sick leave balance, subject to Resolution 1242-8-85.

6. Employees who have an accumulated balance of Flex-Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
 - a) carry part or all of the balance into the next year;
 - b) convert up to forty-eight (48) hours (pro-rated for part-time employees) to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred and twenty (520) hours or the applicable part-time requirement;
 - c) transfer hours to the Long-term Illness/Injury Account.
7. Employees who have Flex-Leave ACCOUNTS in excess of maximum allowed (*see Paragraph 5*) are required to exercise one of the following options, applicable:
 - a) If the Long-term Illness/Injury Account is less than five hundred and twenty (520) hours, the employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred and twenty (520) hours (*pro-rated for part-time employees*) is accumulated.
 - b) If the Long-term Illness/Injury Account is already at five hundred and twenty (520) hours, the employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty (40) hours (pro-rated for part-time employees) to cash at their regular rate on their anniversary date.
8. Employees may donate Flex-Leave Account hours to another employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.
9. Transfers of Flex-Leave and Illness/Injury Account:
 - a) When an employee transfers to another department within the City, the accumulated accounts will transfer with no loss to the employee.
 - b) When a bargaining unit employee transfers to a non-bargaining position, available paid leave will be converted and placed in the Flex-Leave Account. All sick leave will be placed in the Long-term Illness/Injury Account.